

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 8/22/12

AMY HAUS, et. al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et. al.,

Defendants.

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

03 Civ. 4915 (RWS)(MHD)

**WHEREAS**, plaintiffs commenced this action by filing a Complaint on or about July 1, 2003, an Amended Complaint on April 6, 2004, and a Second Amended Complaint on December 1, 2004, alleging that defendants violated plaintiffs' federal civil and state common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2" through "19" below.

2. Defendant City of New York hereby agrees to pay plaintiff Amy Haus Two Hundred Thousand (\$200,000.00) Dollars in full satisfaction of all claims. In consideration

for the payment of this sum, plaintiff Haus agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

3. Defendant City of New York hereby agrees to pay plaintiff Emily Venizelos Thirty Thousand (\$30,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Venizelos agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

4. Defendant City of New York hereby agrees to pay plaintiff Abraham Blair Thirty Thousand (\$30,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Blair agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

5. Defendant City of New York hereby agrees to pay plaintiff John Connor Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Connor agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of

New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

6. Defendant City of New York hereby agrees to pay plaintiff Carlos Sanchez Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Sanchez agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

7. Defendant City of New York hereby agrees to pay plaintiff William Silva Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Silva agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

8. Defendant City of New York hereby agrees to pay plaintiff Robert Dodde Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Dodde agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all

liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

9. Defendant City of New York hereby agrees to pay plaintiff Sarah Parkel Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Parkel agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

10. Defendant City of New York hereby agrees to pay plaintiff Don Bryant Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Bryant agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

11. Defendant City of New York hereby agrees to pay plaintiff Melvyn Stevens Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Stevens agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

12. Defendant City of New York hereby agrees to pay plaintiff Jasmine Dellal Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Dellal agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

13. Defendant City of New York hereby agrees to pay plaintiff Matthew Cavanna Fourteen Thousand (\$14,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Cavanna agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

14. Defendant City of New York hereby agrees to pay plaintiff Adèle Spitzer Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Spitzer agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

15. Defendant City of New York hereby agrees to pay plaintiff Delaine Douglas Three Thousand Three Hundred and Fifty (\$3,350.00) Dollars in full satisfaction of all

claims. In consideration for the payment of this sum, plaintiff Douglas agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

16. Defendant City of New York hereby agrees to pay plaintiff Donna Lamb Two Thousand (\$2,000.00) Dollars in full satisfaction of all claims. In consideration for the payment of this sum, plaintiff Lamb agrees to dismissal of all claims against defendants and to release the named defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

17. Plaintiffs have assigned their rights to costs, expenses and attorneys' fees to their attorneys, Beldock, Levine & Hoffman, LLP, on behalf of Beldock, Levine & Hoffman, LLP and Moore & Goodman, LLP.

18. Defendant City of New York hereby agrees to pay to counsel for plaintiffs, Beldock, Levine & Hoffman, LLP, on behalf of Beldock, Levine & Hoffman, LLP and Moore & Goodman, LLP, by assignment, the sum of Three Hundred and Three Thousand and Six Hundred and Fifty (\$303,650.00) Dollars, in costs, expenses and attorneys' fees in this action. Counsel for plaintiffs hereby agrees and represents that no further claim for costs, expenses or attorneys' fees arising out of this action shall be made by or on behalf of any plaintiff.



19. Plaintiffs shall each execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs "2" through "19" above and Affidavits of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

20. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

21. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.


22. Plaintiffs agree to hold harmless the City of New York and the individual defendants regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, the City reserves the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

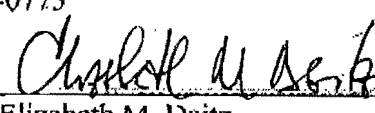
23. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
August 6, 2012

BELDOCK, LEVINE & HOFFMAN LLP  
99 Park Avenue, Suite 1600  
New York, N.Y. 10016  
(212) 353-9587

MICHAEL A. CARDOZO  
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New York, New York 10007  
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New York, N.Y. 10007  
(212) 788-0775

By:   
Jonathan C. Moore, Esq.  
*Attorney for Plaintiffs*

By:   
Elizabeth M. Daitz  
Senior Counsel

SO ORDERED:

  
Robert W. Sweet, U.S.D.J.

8.20.12





THE CITY OF NEW YORK  
**LAW DEPARTMENT**  
100 CHURCH STREET  
NEW YORK, NY 10007  
**FACSIMILE TRANSMISSION**

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TO:	Honorable Robert W. Sweet	FROM:	Elizabeth M. Daitz
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RE: Amy Haus, et al. v. City of New York, et al., 03 Civ. 4915 (RWS)(MHD)



**THE CITY OF NEW YORK  
LAW DEPARTMENT**

100 CHURCH STREET  
NEW YORK, NY 10007

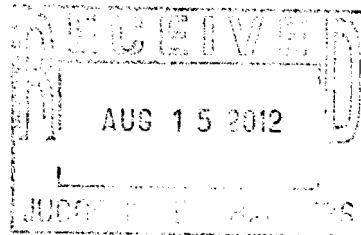
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August 15, 2012

**VIA FACSIMILE**

Honorable Robert W. Sweet  
United States District Judge  
Southern District of New York  
500 Pearl Street  
New York, New York 10007



Re: Amy Haus, et al. v. City of New York, et al.  
03 Civ. 4915 (RWS) (MHD)

Your Honor:

I am a Senior Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, attorney for defendants in the above-referenced matter. In furtherance of defendants' letter dated August 6, 2012, enclosed herein please find a fully executed, revised Stipulation and Order of Settlement and Dismissal for Your Honor's endorsement and filing with the Clerk of Court.

Thank you for your consideration herein.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Elizabeth M. Daitz".

Elizabeth M. Daitz  
Senior Counsel

cc: Jonathan C. Moore, Esq (via facsimile)  
Beldock, Levine & Hoffman LLP